4-1025

02-30

THIS AGREEMENT made [illegible] day of [illegible] between

THE LITTLE FERRY BOARD OF EDUCATION, hereinafter referred to as the Board, and

THE LITTLE FERRY PRINCIPAL ASSOCIATION, hereinafter referred to as the Association.

W I T N E S S E T H:

WHEREAS, The Board is required by law to negotiate with the Association on wages and the terms and conditions of employment, and

WHEREAS, the parties through good faith negotiations have reached agreement in all matters and desire to execute this contract covering such agreement,

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. RECOGNITION CLAUSE

The Board hereby recognizes the Little Ferry Principal Association as the exclusive bargaining representative for all principals under contract.

(a) The term "principal" when used hereinafter is this agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.

(b) The term "Board" shall include its officers and agents. The Board agrees not to negotiate with any organization other than that designated as the representative, above mentioned, for the duration of the agreement.

2. MANAGEMENT RIGHTS CLAUSE

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, with-

out limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

(a) To the exclusive management and administrative control of the school [illegible] properties and facilities and the activities [illegible]

(b) To [illegible] subject to the provisions of law, [illegible] qualifications, and the conditions for their [illegible] employment, to their dismissal or demotion; and to prescribe [illegible] employees:

(c) To [illegible] instruction, including special programs [illegible] music, recreational and [illegible] necessary or advisable by the [illegible]

(d) To decide upon the [illegible] methods of instruction, the selection of textbooks and other teaching materials, and the use of [illegible] nature.

(e) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the [illegible] and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the [illegible] in connection therewith shall be [illegible] only by the express and express terms of this agreement and then only to the extent such specific

and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of [illegible] rights, responsibilities, and authority under any [illegible] state, county, district, or local laws or regulations [illegible] shall [illegible] exercised.

3. PROFESSIONAL [illegible] AND EDUCATIONAL IMPROVEMENT [illegible]

The Board hereby [illegible] Professional Development and Educational Improvement Committee to act upon requests from principals to attend [illegible], workshops, seminars, conferences, in service training sessions or other such sessions. The committee shall be composed of [illegible] members consisting of the Superintendent of Schools, the building principal (to be appointed by the Superintendent with Board approval) and two teaching representatives (to be elected by the teaching staff for a two year term).

All recommendations of this committee must be approved by the Board of Education.

4. PROFESSIONAL [illegible] INCENTIVE PROGRAM

(a) The purpose of the Professional Incentive Program is to enable principals to maintain and increase their professional training through activites that will best serve their needs as principals and the needs of the Board.

(b) All equivalency credit activities shall be recommended by the Professional Development and Educational Improvement Committee [illegible] to the Board of Education for approval. A written application must be completed on the appropriate request form which may be obtained from the Superintendent.

(c) Equivalency credit may be granted for courses, workshops, and in-service programs sponsored or approved by the local school board, [illegible] institutions of higher learning or other professional organizations.

(d) Equivalency credits shall be given upon receipt of certified transcripts from institutions of higher learning or certificates of attendance from in-service courses.

(e) Credits

i. College graduate study undertaken by any accredited college or university shall have the credits determined by the specific institution of higher learning.

ii. The credits for Bergen County Education Association sponsored or approved workshops shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit
24 hours equals: 2 Credits, etc.

iii. The credits for any in-service programs sponsored or approved by the Board shall be determined by the total number of hours, i.e.:

12 hours equal: 1 Credit
24 hours equal: 2 Credits, etc.

iv. Any accumulations of fifteen (15) credits submitted by a principal must consist of ten (10) credits earned in graduate study in an accredited college or university.

(f) The Board of Education shall reimburse any principal participating in the Professional Incentive Program for any tuition fees incurred by the principal; the principal shall be eligible for the same amounts so allowed to the teachers for each of the years 1974-75, 1975-76, and 1976-77.

i. Reimbursement for tuition fees incurred for credit and non-credit coursework shall be made in September of the school year following the year in which said fees were

incurred but still [illegible] the [illegible] reimbursement allowed for the year in which incurred; provided that

A. The course or equivalent was recommended by the Professional Development [illegible] Improvement Committee, approved [illegible] completed by the principal.

[illegible] the [illegible] of the board for the [illegible]

5. HOSPITALIZATION [illegible]

The Board will pay [illegible] for [illegible] State Health Benefits Insurance Plan [illegible] Blue Shield, Major Medical, and Rx [illegible] for all members. The Board will also pay the full cost (100%) for [illegible] dependents. Any principal whose [illegible] also be eligible for [illegible] shall be eligible for any increase [illegible] benefits that may be provided [illegible] Education Association for the school years 1974-75, 1975-76, and 1976-77.

6. SALARY

See Schedule "A", a copy of which is attached hereto and made a part hereof.

7. GRIEVANCE PROCEDURE

(a) Policy

To promote to the highest possible degree harmonious employer-employee relations it is necessary that procedures to resolve grievances be established.

(b) Definitions

A grievance shall mean a complaint by an employee: (1) that there has been as to him (them) a violation, misinterpretation or inequitable application of any of the

provisions of the agreement or (b) that he (they) has (have) been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative practice governing, or affecting employees. However, the term "grievance" [illegible] to (a) a method or review prescribed by law or [illegible] regulation of the State Commissioner of [illegible] of the Board of Education or (d) [illegible] either beyond the scope of [illegible] or [illegible] to unilateral action by the Board [illegible] principal which arises [illegible] employed (f) or a complaint by a professional personnel occasioned by appointment to or lack of [illegible] to, retention in or lack of retention in any position [illegible] either not possible or not required.

i. A grievance to be [illegible] under this procedure must be initiated [illegible] within five (5) school days of its occurrence. If such [illegible] is not submitted within the allotted time, it will be considered waived.

ii. The principal "organization" recognized by the Board as the official and exclusive representative for the principals of this [illegible] shall in all instances be the Little Ferry Principals [illegible]

(c) Procedure

i. Any individual teacher or group of teachers or principals shall have the right to present a grievance (as defined in Definitions) to be processed [illegible] the following [illegible]

ii. In presenting [illegible] (their) professional grievance, the principal [illegible] assured freedom from prejudicial action in presenting his (their) appeal.

[illegible] shall discuss it [illegible] principal of Schools in an attempt to resolve the matter at this level.

Step 2. If, after hearing of the discussion, the matter is not resolved to the satisfaction of the aggrieved principal(s) within five (5) school days, he (they) shall sign form his (their) complaint in writing [illegible] to the Board for review of the [illegible] in the following terms:

[illegible]

[illegible] injury, loss or inconvenience.

[illegible]

[illegible] previously rendered.

The [illegible] review the grievance and [illegible] a hearing with the [illegible] in writing within thirty (30) [illegible] of the grievance by the Board or of the [illegible] with the principal(s) whichever comes later.

Step 3. If, after Step 2, the aggrieved principal(s) is (are) not satisfied with the disposition of his (their) grievance, he (they) may, within [illegible] school days, submit the grievance to the Public Employee Relations Commissioner (hereinafter referred to as PERC).

[illegible] provision exists so that the recommendations of PERC [illegible] be [illegible] the solution.

No reprisal of any kind [illegible] taken by the Board or by any member of the administration against any party in interest or any other participant in the grievance procedure by reason of such participation.

(c) [illegible] with the processing of a grievance shall be filed in a separate grievance file and shall not be [illegible] in the personnel file of any of the participants.

(f) [illegible] procedure shall not be construed to [illegible] only upon parties in interest or [illegible] representatives hereinbefore [illegible].

8. [illegible]

(a) [illegible]

[illegible] shall be absent from [illegible] of the superintendent's office [illegible] as outlined in the school policy [illegible].

(b) [illegible]

[illegible] per twelve (12) month school year shall [illegible] discharge of important personal [illegible] personal leave shall be subject [illegible] prior approval. One unused personal [illegible] and four prior to the subsequent year [illegible] for no more than four (4) days in any such year.

(c) Sick [illegible]

Absences for personal illness [illegible] be allowed and shall include full pay for [illegible] the twelve (12) month school year [illegible] 1976-1977 with only [illegible] (12) [illegible], being [illegible] during the succeeding one (1) year.

9. [illegible] shall become effective [illegible] the first day of July 1976, and shall continue in full force and effect,

without change, shall be extended for the years of 1974-1975, 1975-1976 and 1976-1977.

IN WITNESS WHEREOF, the parties have executed this contract hereto and seal, all on the day and year first above written.

LITTLE FALLS BOARD OF EDUCATION

By: _____
President

ATTEST:

_____
Secretary

LITTLE FALLS PRINCIPAL ASSOCIATION

By: _____

ATTEST:

_____
Secretary

LITTLE FALLS [illegible] SCHOOLS

1974-75, 1975-76 and 1976-77

[illegible]

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Mr. Charles Fitzpatrick:	1.9	[illegible]	1.3	*	1.3	*
Mr. Frederick Peterson :	1.3	[illegible]	1.3	*	1.3	*

The above salaries have been [illegible] the ratio of the maximum teacher's salary at the highest step of MA + 30 (hereinafter referred to as the "base") for the immediately preceding year.

All principals' salaries are based on a twelve (12 month/year.

SCHEDULE "A"